

1 BILL NO. S-81-~~81~~-19

2 SPECIAL ORDINANCE NO. S-51-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 330-80
6 Phase I, between the City of Fort Wayne,
7 Indiana and Rocco Ferrera & Co., Inc.,
8 Contractor for installation of a sani-
9 tary sewer.

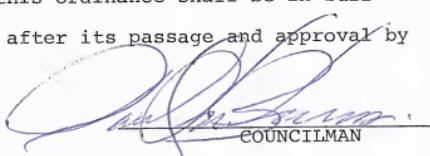
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated January
13 13, 1981, between the City of Fort Wayne, Indiana, by and
14 through its Mayor and the Board of Public Works, and Rocco
15 Ferrera & Co., Inc., Contractor, for:

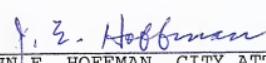
16 construction of a 12 inch, 18 inch
17 and 48 inch sanitary interceptor
from the East side of U.S. 30 by-pass
and the North side of the Maumee river
Easterly 7,000+ LF,

18 under Board of Public Works Sewer Improvement Resolution No.
19 330-80, Phase I, at a total cost of \$832,920.00, all as more
20 particularly set forth in said contract which is on file in
21 the Office of the Board of Public Works and is by reference
22 incorporated herein and made a part hereof, be and the same
23 is in all things hereby ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full
25 force and effect from and after its passage and approval by
26 the Mayor.

27 
COUNCILMAN

28 APPROVED AS TO FORM AND
29 LEGALITY JANUARY 23, 1981.

30 
JOHN E. HOFFMAN, CITY ATTORNEY

31

Read the first time in full and on motion by Burns,
seconded by J. Debnash, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and, the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on , the day of
 , 1981, at o'clock M., E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by J. Debnash, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. L-51-81
on the 24th day of February, 1981.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

ATTEST: John Nuckols
(SEAL)
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of February 1981, at the hour of
11:30'clock AM M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March
1981, at the hour of 4 o'clock P M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

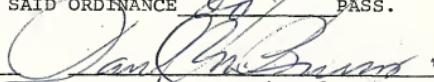
S-81-02-19
BILL NO. _____

REPORT OF THE COMMITTEE ON CITY UTILITIES

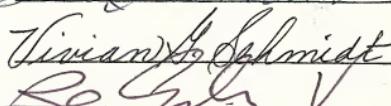
WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution
No. 330-80 Phase I, between the City of Fort Wayne, Indiana
and Rocco Ferrera & Co., Inc., Contractor for installation
of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

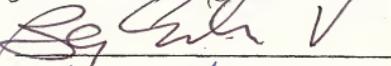
PAUL M. BURNS, CHAIRMAN



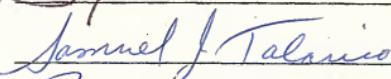
VIVIAN G. SCHMIDT, VICE CHAIRMAN



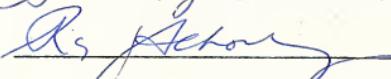
BEN A. EISBART



SAMUEL J. TALARICO



ROY J. SCHOMBURG



CONCURRED IN
DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

70-96-6a 1/14/81

CONTRACT NO. 330-80 PHASE I

THIS CONTRACT made and entered into in triplicate this 14th day of January, 1981, by and between ROCCO FERRERA & CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN

Beginning at an existing sanitary sewer manhole located 300± LF north of and 100± LF east of the centerline intersection of Maumee River and Coliseum Boulevard South (U.S. 30 By-Pass); thence easterly generally following the north bank of the said Maumee River 6,910± LF terminating at a proposed manhole located 7,000± LF east of said Coliseum Boulevard and 2,400± LF south of Lake Avenue Extended.

LINE A

Beginning at a proposed manhole located 150± LF north of the Maumee River and 20± LF east of the centerline of Reed Road extended south; thence north 2,100± LF terminating at an existing Pump Station located 20± LF east of the centerline of Reed Road and 2,250± LF north of the centerline of the Maumee River.

LINE B

Beginning at a proposed manhole located 7000± LF east of Coliseum Boulevard South (U.S. 30 Bypass) and 2,400± LF south of Lake Avenue Extended; thence north 410± LF terminating at an existing sanitary sewer.

LINE C

Beginning at a proposed manhole located 6,210± LF east of Coliseum Boulevard South (U.S. 30 Bypass) and 2,400± LF south of Lake Avenue Extended; thence north 40± LF terminating at an existing sanitary sewer.

Said sewer shall be 12", 18", and 48" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11055, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$832,920.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

48" RCP Class III	Seventy-six dollars and no/100	76.00
48" RCP Class IV	Seventy-six dollars and no/100	76.00
18" RCP Class IV	Twenty-one dollars and no/100	21.00
18" RCP Class V	Twenty-five dollars and no/100	25.00
12" RCP Class IV	Twenty-one dollars and no/100	21.00
STD M.H. Type I-J	One thousand one hundred sixty-five dollars and no/100	1,165.00
STD M.H. Type V-J	Two thousand two hundred five dollars and no/100	2,205.00
STD M.H. Type II-J (72")	Three thousand five hundred seventy dollars and no/100	3,570.00
STD M.H. Type II-J (84")	Three thousand seven hundred eighty-five dollars and no/100	3,785.00
STD M.H. Type II-J (96")	Four thousand two hundred dollars and no/100	4,200.00
STD 8" Drop Pipe	One hundred dollars and no/100	100.00
12" Cast Iron Force Main Replacement	Twenty-five dollars and no/100	25.00
10" C.L.D.I.P. Class 55 (Sludge Line Replacement)	Twenty-two dollars and no/100	22.00
8"-12" Field Tile Replacement	Thirteen dollars and no/100	13.00
Seeding and 1" Mulch	No dollars and 50/100	0.50
Broadcast Seeding	No dollars and 20/100	0.20
Special Backfill	Seven dollars and no/100	7.00
6" Stone Rd. Replacement	Two dollars and 50/100	2.50
18" Encased Boring Complete	One hundred ninety dollars and no/100	190.00
12" Revetment Rip Rap	Fifteen dollars and no/100	15.00
Brush & Tree Removal	Twelve thousand five hundred dollars and no/100 per lump sum	12,500.00
Dewatering	Ten dollars and no/100	10.00
Fence Replacement	Ten dollars and no/100	10.00
Base Stabilization	Thirteen dollars and no/100	13.00
Pump Station Removal (Not Grant Fundable)	Six thousand dollars and no/100 per lump sum	6,000.00
4"-6" PVC Water Main	Fifteen dollars and no/100	15.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 330-80 Phase I.
- B. Instructions to Bidders for Contract No. 330-80 Phase I.
- C. Contractor's Proposal Dated November 12, 1980.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11055
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addendum No. 1
- T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Rocco Ferrera & Company, Inc.

BY: *Michael J. Ferrera*, President

BY: *Robertine Ferrera*, Secretary

CITY OF FORT WAYNE, INDIANA

BY: *Win Moses Jr.*, Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

K. Michael O'Neil
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Mark L. Akers
Mark L. Akers, Chairman

Roberta Anderson Staten
Roberta Anderson Staten, Member

Herbert R. Gamache
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of
_____, 19 _____.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Collier Cobb & Associates Midwest, Inc.
660 American Center
27777 Franklin Road
Southfield, MI 48034

NAME AND ADDRESS OF INSURED

Rocco Ferrera & Company, Inc., Et al and
Rocco Ferrera Equipment Company, Inc.
30105 W. Eight Mile Road
Livonia, MI 48152

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Commercial Union Assurance Company

COMPANY LETTER **B** California Union

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document by which this certificate may be issued or may purport to be issued, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	CL CY 9349-016	4/1/81	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY	BA CY 9349-017	4/1/81	BODILY INJURY (EACH PERSON)	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input checked="" type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	
B	EXCESS LIABILITY	ZZU 001088	4/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 5,000	\$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA FORM			STATUTORY		
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	WC CY 9349-015	4/1/81		\$ 100	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

North Maumee
Interseptor Resolution
330-80 Phasel

CERTIFIED COPY

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

DATE ISSUED: January 17, 1981

John R. Storey
AUTHORIZED REPRESENTATIVE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Rocco Ferrera & Company, Inc.

(Name of Contractor)

- 30105 W. Eight Mile Road, Livonia, MI 48152

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called

Principal, and Insurance Company of North America

(Name of Surety)

900 Tower Drive, Northfield Financial Building, Troy, MI 48098

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Eight Hundred Thirty Two Thousand, Nine Hundred Twenty dollars (\$ 832,920.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 14th day of January, 1981, for construction of:

North Maumee Interceptor, Resolution 330-80, Phase I

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. _____ through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3)
(number)

counterparts, each one of which shall be deemed an original, this 14th
 day of January, 1981.

ATTEST:

Augustine Ferrera
 (Principal) Secretary

[SEAL]

James Dugay
 (Witness as to Principal)

45983 Spinnaker Circle
 (Address)

Clinton, Mich. 48187

Rocco Ferrera & Company, Inc.
 (Principal)

BY: Mary J. Ferrera ^{ASL}

30105 W. Eight Mile Road
 (Address)

Livonia, MI 48152

Insurance Company of North America
 Surety

ATTEST:

Patricia A. Smalley
 (Surety) Secretary

[SEAL]

Sue Bristow
 Witness as to Surety

21999 Farmington Rd.
 (Address)

Farmington Hills, Mich. 48024

By T. J. Griffin, Attorney-in-Fact

21999 Farmington Road
 (Address)

Farmington Hills, MI 48024

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Rocco Ferrera & Company, Inc.

(Name of Contractor)

30105 W. Eight Mile Road, Livonia, MI 48152

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Insurance Company of North America

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Eight Hundred Thirty Two Thousand, Nine Dollars (\$832,920.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 14th day of January, 1981, for the construction of:

North Maumee Interceptor, Resolution 330-80, Phase I

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. _____, through _____ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts,
 each one of which shall be deemed an original, this 14th day of
January, 1981.

ATTEST:

Augustine Ferrera
 (Principal) Secretary

[SEAL]

Dennis August
 Witness as to Principal

45983 Springwic Circle
 (Address)

Canton, Mich 48107

ATTEST:

Patricia J. Smalling
 (Secretary)

[SEAL]

Sue Linstok
 Witness as to Surety

21999 Farmington Rd.
 (Address)

Farmington Hills, Mi. 48334

NOTE: Date of Bond must not be prior to date of Contract.
 If Contractor is Partnership, all partners should execute bond.

Rocco Ferrera & Company, Inc.
 Principal

By Mihal Ferrera
 30105 W. Eight Mile Road
 (Address)

Livonia, MI 48152

Insurance Company of North America

Surety
 By T. J. Griffen
 Attorney-in-Fact

21999 Farmington Road
 (Address)

Farmington Hills, MI 48024

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA,

a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint T.J. GRIFFIN, LEE R. SMALLEY, PATRICIA J. SMALLEY, all of the City of Farmington Hills, State of Michigan

, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 21st day of November 19⁸⁰.

(SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

ss.

On this 21st day of November, A.D. 19⁸⁰, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came

MICHAEL B. FODOR, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

(SEAL)

My commission expires 5/28/84

I, the undersigned, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the foregoing POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 14th day of January 19⁸¹.

(SEAL)

BS-15579 Ptd. in U.S.A.

DAWN STRAWBRIDGE

Notary Public

JAMES S. WYLIE

Assistant Secretary

"APPARENT" LOW BIDDERS
NORTH MAUMEE

<u>Resolution</u>	<u>Contractor</u>	<u>Bid</u>	<u>Engineer's Estimate</u>
330-80 - Phase I	Rocco-Ferrera	\$ 832,920.00	\$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	\$ 891,869.05	\$ 1,140,890.00
331-80	Busch, Inc.	\$ 521,161.90	\$ 805,070.00
332-80	Busch, Inc.	\$ 809,580.25	\$ 1,122,152.50
333-80	Dehner, Inc.	\$ 323,363.90	\$ 393,270.00
334-80	Busch, Inc.	\$ 352,732.05	\$ 653,410.00
335-80	Dehner, Inc.	\$1,255,628.30	\$ 1,488,757.50
336-80	Dehner, Inc.	\$ 240,297.05	\$ 319,875.00
337-80	Dehner, Inc.	\$ 223,529.52	\$ 283,000.00
338-80	Hartman, John	\$ 278,608.75	\$ 398,875.00
339-80	Moellering Const.	\$ 127,073.50	\$ 202,030.00
340-80	Bercot, Inc.	\$ 303,689.80 \$6,160,453.72	\$ 314,458.35 \$8,207,847.00

DIFFERENCE: \$2,047,393.28 = 25% under Engineer's Estimate

RESOLUTION 330-80

PHASE I

1. Rocco-Ferrera	\$ 832,920.00
2. Dehner, John, Inc.	\$ 841,619.00
3. Norman, Joe E.	\$ 860,454.60
4. Winzeler Construction	\$ 936,892.00
5. Balkema, Inc.	\$ 977,900.00
6. Busch, Inc.	\$1,005,013.25
7. DiPaulo-Rossetti	\$1,310,090.00

PHASE II

1. Dehner, John, Inc.	\$ 891,869.05
2. Norman, Joe E.	\$ 926,178.30
3. Rocco-Ferrera	\$ 997,359.00
4. Busch, Inc.	\$1,020,732.90
5. Winzeler Excavating	\$1,113,992.50
6. Balkema, Inc.	\$1,175,905.50
7. Bailey Excavating	\$1,205,675.50
8. DiPaulo-Rossetti	\$1,269,690.00

RESOLUTION 331-80

1. Busch, Inc.	\$ 521,161.90
2. Northeastern Construction	\$ 619,913.75
3. Norman, Joe E.	\$ 627,286.75
4. Fleming Excavating	\$ 628,081.50
5. Dehner, John, Inc.	\$ 652,354.35
6. Rocco-Ferrera	\$ 656,710.00
7. Balkema, Inc.	\$ 790,825.00
8. Rieth-Riley Construction	\$ 796,646.00
9. Bailey Excavating	\$ 807,156.00
10. DiPaulo-Rossetti	\$ 830,342.50
11. T-G Excavating	\$ 846,568.05
12. Bercot, Inc.	\$ 870,574.75

RESOLUTION NO. 332-80

1. Busch, Inc.	\$ 809,580.25
2. Norman, Joe E.	\$ 859,128.65
3. Dehner, John, Inc.	\$ 906,834.40
4. Rocco-Ferrera	\$ 909,895.00
5. Northeastern Construction	\$ 939,354.75
6. Weitzel Construction	\$1,026,165.50
7. Bailey Excavating	\$1,181,896.25
8. Winzeler Excavating	\$1,192,527.00
9. Rieth-Riley	\$1,217,325.00
10. T-G Excavating	\$1,258,448.75
11. Balkema, Inc.	\$1,271,637.50
12. DiPaulo Rossetti	\$1,288,635.00
13. Bercot, Inc.	\$1,352,728.50

RESOLUTION 333-80

1. Dehner, John, Inc.	\$ 323,363.90
2. Ness, Richard	\$ 385,951.00
3. Bercot, Inc.	\$ 394,882.00
4. T-G Excavating	\$ 403,890.20
5. Norman, Joe E.	\$ 437,441.40
6. Rocco-Ferrera	\$ 449,430.00
7. Balkema, Inc.	\$ 603,635.00

RESOLUTION 334-80

1. Busch, Inc.	\$ 352,732.05
2. Dehner, John, Inc.	\$ 392,495.01
3. Norman, Joe E.	\$ 400,245.00
4. Fleming Excavating	\$ 412,479.50
5. Rocco-Ferrera	\$ 440,636.00
6. Northeastern Construction	\$ 457,970.00
7. Earth Construction	\$ 478,402.70
8. Bailey Excavating	\$ 534,242.75
9. Rieth-Riley	\$ 547,947.00
10. Balkema, Inc.	\$ 564,985.00
11. Bercot, Inc.	\$ 590,840.00
12. T&F Construction	\$ 592,723.59
13. DiPaulo-Rossetti	\$ 709,660.00

RESOLUTION 335-80

1. Dehner, John, Inc.	\$1,255,628.30
2. Norman, Joe E.	\$1,350,564.55
3. Waynesfield Construction	\$1,467,480.00
4. Rocco-Ferrera	\$1,723,192.50
5. Weitzel Construction	\$2,168,013.50
6. Balkema, Inc.	\$3,136,817.50

RESOLUTION 336-80

1. Dehner, John, Inc.	\$ 240,297.05
2. Northeastern Construction	\$ 249,771.50
3. Moellering Construction	\$ 271,420.75
4. Norman, Joe E.	\$ 284,374.05
5. Bercot, Inc.	\$ 305,486.00
6. Earth Construction	\$ 313,739.00
7. T&F Construction	\$ 341,532.97
8. Balkema, Inc.	\$ 347,747.50
9. T-G Excavating	\$ 348,116.95
10. Bailey Excavating	\$ 351,344.75
11. Rieth-Riley	\$ 389,433.25
12. DiPaulo-Rossetti	\$ 428,332.50

RESOLUTION 337-80

1. Dehner, John, Inc.	\$ 223,529.52	
2. Lengacher Construction	\$--230,936.50	\$230,888.50*
3. Ness, Richard	\$ 260,894.50	
4. Bercot, Inc.	\$ 270,651.50	
5. T&F Construction	\$ 273,390.43	
6. Norman, Joe	\$ 283,423.85	
7. Fleming Excavating	\$ 313,807.50	
8. Moellering Construction	\$ 326,123.75	
9. Balkema, Inc.	\$ 383,500.00	

RESOLUTION 338-80

1. Hartman, John	\$ 278,608.75	
2. Dehner, John, Inc.	\$ 311,487.35	
3. Scheidleman	\$ 314,202.05	
4. Ness, Richard	\$ -365,541.50	\$371,841.00*
5. Bercot, Inc.	\$ 367,011.00	
6. T&F Construction	\$ 410,412.93	
7. Fleming Excavating	\$ 411,722.50	
8. Norman, Joe E.	\$ 475,460.45	
9. Balkema, Inc.	\$ 522,767.50	

RESOLUTION 339-80

1. Moellering	\$ 127,073.50	
2. Hartman, John	\$ 129,983.00	
3. Northeastern Construction	\$ 142,723.75	
4. Curner, Inc.	\$ 147,781.50	
5. Ness, Richard	\$ 170,378.75	
6. Bercot, Inc.	\$ 176,329.50	
7. Fleming Excavating	\$ 178,582.50	
8. Norman, Joe R.	\$ 183,525.00	
9. Balkema, Inc.	\$ 188,700.00	
10. T&F Construction	\$ 197,180.00	

RESOLUTION 340-80

1. Bercot, Inc.	\$ 303,689.80	
2. T-G Excavating	\$ 307,469.00	

* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

Admn. Appr. _____

DIGEST SHEET

J-81-02-19

TITLE OF ORDINANCE North Maumee Area Sanitary Improvements; Sewage Works Grant
No. C-180599-09; Sewer Resolution No. 330-80; Phase I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE A contract with Rocco Ferrera & Company, Inc. to
construct a 12", 18" and 48 inch sanitary interceptor from the East side of U.S. 30
By-pass and the North side of the Maumee river easterly 7,000 ± LFEFFECT OF PASSAGE _____
_____EFFECT OF NON-PASSAGE _____
_____MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this
project will cost \$832,920.00 which will be finance by USEPA (75%); State (10%); and
City Utilities (15%)

ASSIGNED TO COMMITTEE (PRESIDENT) _____